

City of Yakima/Yakima County
NOTICE TO BIDDERS No. J11603-S

NOTICE IS HEREBY GIVEN by the undersigned that sealed Bids will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM March 10, 2016**. At such time, Bids will be publicly opened and read for:

On-Call Electrical Services
for City of Yakima and Yakima County

Above per specifications, Bid Packets are available online at www.YakimaWA.Gov/Services/Purchasing or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd Street, Yakima, WA. 509-575-6093

In order to bid, Contractor must be registered with the City of Yakima Small Works Roster at:

City (MRSC):
<http://www.mrscrosters.org/>

Prevailing wages will apply to all phases of this project per specifications.

The City of Yakima/Yakima County reserves the right to reject any and all BIDs. The City/County hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Dated this 28th day of February, 2016.

Susan Knotts, CPPO, CPPB
Buyer II

Publish on February 28 and 29, 2016



YAKIMA COUNTY/CITY OF YAKIMA

INVITATION TO BID # J11603-S SIGNATURE SHEET

THIS IS NOT AN ORDER



BID Release Date: February, 28, 2016

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number J11603-S, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bid MUST be date and time stamped on or before the date and time listed below that the Bid is due. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted. **Deliver to:**

**City of Yakima Clerk's Office
129 North 2nd Street
Yakima, WA 98901**

Do not bring your Bid in to the opening room. Bid must be received and date stamped by the Clerk's Office

Bids Must be completely uploaded by:

March 10, 2015 at 2:00:00 PM PST

Public Opening ☒

BIDDER'S Name & Address (to be filled out by Bidder):

Purchasing For:

City of Yakima and Yakima County
129 N. 2nd Street
Yakima, WA 98901

Buyer in charge of this procurement (Contact for further information):

Susan Knotts, Buyer II

Phone

(509) 575-6095

E-Mail Address

Susan.Knotts@YakimaWA.Gov

PROJECT DESCRIPTION SUMMARY

On-Call Electrical Services

Enter Prompt Payment Discount: _____% net _____days

☐ I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

☐ Check if you are a WMBE or DBE Contractor and list certification Number: _____

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima/Yakima County in this Invitation to Bid and all terms of c

Company Name		Company Address	
Name of Authorized Company Representative (Type or Print)		Title	Phone ()
			Fax ()
Signature of Above	Date	Email Address	

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INVITATION TO BID # J11603-S
On-Call Electrical Services
CITY OF YAKIMA SMALL WORKS ROSTER

II. GENERAL INFORMATION

A. Description of Project:

It is the intent and purpose of these specifications to describe On-Call Electrical Services in sufficient detail to secure bids on comparable work. All components, which are necessary in order to complete the work, shall be included in the bid proposal and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Bidder.

B. Point of Contact & Clarifications:

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has the duty to immediately notify the Buyer of such concerns and request modification or clarification of the BID document.

Any questions, exceptions, or additions concerning the subject matter of the BID document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed below, a minimum of five (5) days prior to the submittal due date.

Send all inquiries to:
Susan Knotts, Buyer II
Susan.Knotts@YakimaWA.Gov

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID, supplements or revisions will be issued in the form of Addenda, and copies of each Addendum will be provided to all known bidders. All Addenda are posted on the City of Yakima website at www.YakimaWA.Gov/Services/Purchasing. Receipt of each Addendum must be acknowledged by bidders on the Signature Sheet in the space provided and each Addendum shall be considered a part of the Contract Documents.

If any requirements of the BID are unacceptable to any prospective Bidder, they may choose not to submit a BID.

C. No Obligation to Contract:

This BID does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this BID in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. BIDS that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

D. Property Rights:

All BIDS become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the BID to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

E. Points Not Addressed

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their service.

F. Materials Bought from Different Supplier:

Should the contracted Contractor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City/County is forced to do the work with materials bought from a different supplier, the difference in the BID price of the materials and that paid the new supplier, in order to do the work, shall be charged to and paid for by the contracted Contractor holding the BID award for these products.

Contractor shall not, however, be responsible for delays in delivery due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Inability to secure component materials
4. Acts of God
5. Fire

Provided the Buyer listed on Page 5 is notified in writing by the contracted Contractor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

G. New and Unused:

All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.

H. Bidder Responsibility Criteria:

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, nonstandard, project specific items reporting requirements of RCW 39.04.370.

For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

I. Supplemental Bidder Responsibility Criteria:

1. Criterion: Contractor must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years.
2. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
3. Documentation: Qualifications must be listed on the attached *Contractor Questionnaire and Qualification Statement* and returned with bid submittal. The Owner may contact previous owners to validate the information provided by the Bidder. Supplemental Bidder Responsibility Criteria must be substantially met to be considered responsive.

J. Errors and Omissions:

The City/County reserves the right to correct obvious ambiguities and errors in the Bidder's bid proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

K. Exceptions:

Specifications of the services bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

L. Payments:

Upon final inspection and acceptance of the work by the City/County, the Contractor is to submit properly completed invoice. To insure prompt payment each invoice should cite Bid Number J11603-S, purchase order number, discount terms and include the Contractor's name and return remittance address. In addition, the invoice shall include bid item description, quantity, unit price, total price, location of work and date work completed.

Payment will be mailed within thirty (30) days of acceptance of the completed project, Prevailing Wage Intents and Affidavits, and a properly completed invoice. Invoice shall be itemized to reflect hours worked and material costs. **No progress payments will be made.**

1. For the City of Yakima:

Contractor is to submit properly completed invoice(s) to the City of Yakima Accounts Payable, 129 No. 2nd Street, Yakima, WA. 98901. Contractor shall provide an original of the invoice. Each invoice shall be submitted as required by the contract.

2. For Yakima County:

Contractor is to submit properly completed invoice(s) to the ordering department at the address specified on the purchase order. Contractor shall provide an original of the invoice. Each invoice shall be submitted as required by the contract.

a. Prompt Payment:

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the City/County, period of entitlement begins only after:

- Receipt of a properly completed invoice
- Receipt of all supplies, equipment or services ordered
- Satisfactory completion of all contractual requirements

M. Business License:

All bidders shall have a valid and current business license issued by the City of Yakima covering this type of work. It will be the contractor's responsibility to obtain any licenses or permits required, to complete the project.

N. Contractor's Liability Insurance (Sample Certificate Attached):

Successful bidder must provide a certificate of liability insurance with Additional Insured Endorsement, per the terms and conditions outlined in the attached contract.

O. Federal Funding:

On the basis of the federal funding that may be part of the funding for the goods and services provided by the Contractor under the Agreement, and to assure compliance with all federal regulations associated with services compensated with federal funds, in addition to the terms of the primary Agreement, upon notification and instruction by the ordering department, the Contractor must also comply with the specific provisions of Common Rule, the Office of Management and Budget (OMB) Circular A-102, which is fully incorporated herein. If there is any conflict between the terms expressed in the primary Agreement and those set forth in Circular A-102, the terms and conditions of Circular A-102 shall prevail. See http://www.WhiteHouse.Gov/OMB/Circulars_a102#Main-Content

P. Contract Term:

The period of this contract shall be for a period of one year from its effective date. The City/County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) day notice in writing to the other party of its intention to cancel. Contract

extensions shall be automatic, and shall go into effect without written confirmation, unless the City/County provides advance notice of the intention to not renew.

So that other unanticipated orders may be placed, or so that other entities may piggyback the resulting contract, prices shall remain firm for twelve (12) months from receipt of contract award.

Q. Termination - Convenience:

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

R. Termination - Cause:

The City/County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Bidder are deemed by the City/County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

S. Price Adjustment:

In order to protect the interest of the City/County and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City/County.

In submitting bids, each contractor shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the contract.

If contractor requests the City/County to do so, payment under this contract may be adjusted each succeeding year effective on the contract anniversary date, should the Consumer Price Index show a change from the base index. The increase/decrease shall be tied to the previous twelve (12) months annualized Consumer Price Index for the West Coast All Urban Consumers. The yearly increase shall not exceed 3.5%. All such requests shall be submitted in writing to the Buyer listed on Page 5.

T. Expansion Clause:

At any time during the term of this contract, or any extension thereof, this contract may be further expanded by the Purchasing Manager in writing to include any other service normally offered by the bidder, as long as the price of such additional services is based on the same cost/profit formula as the listed item(s).

U. Warranties:

Price: Contractor warrants that prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities. The contractor shall warrant to the Owner and guarantee the work under this contract against defective workmanship and materials for a period of one (1) year commencing on the date of final acceptance of the work.

III. Scope of Work and Technical Specifications:

It is the intent of these specifications to describe On-Call Electrical Services in sufficient detail to secure bids on comparable work. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

A. Scope of Work:

The work under this Contract shall include the furnishing of all labor, materials, equipment, permits, and inspections necessary for or incidental to On-Call Electrical Services located as indicated in these specifications and the completion of all work indicated in the Contract Documents.

Electrical work may consist of, but not be limited to:

- Troubleshooting and repairing electrical issues with pumps, equipment, backup generators and UPS systems.
- Troubleshooting and repairing electrical issues with sanitary sewer and storm water pump stations, including float and ultrasonic control systems.
- Hard wiring new pumps or plant equipment
- Adding new electrical services

- Troubleshooting and repairing wiring, lighting and HVAC systems in City/County buildings
- Troubleshooting and repairing Street Lights

B. Workmanship:

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work. All materials provided for individual projects will be per the current edition of the National Electrical Code. Construction will be performed per the current edition of the National Electrical Code and City/County standards. Only the best and safest methods of operation will be allowed. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

C. Regulatory Requirements and Codes:

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), and health and safety laws and regulations (OSHA/WISHA/City Safety Codes).

D. Permits and Licenses:

The successful Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.

Bidders must have a valid Washington State Contractor's License **at the time of opening of the bids** and throughout the life of the resulting contract.

The Contractor must obtain all required permits and license required for all phases of this project, including but not limited to: building permits, electrical permits, street-break permits etc.

E. Additional Work:

Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

F. Work Start & Completion Dates:

The work is on an on-call basis with the start and completion dates to be determined by the City of Yakima or Yakima County project manager at the time work is requested. Scheduled electrical services shall be performed Monday through Friday between the hour of 8:00 AM and 5:00 PM. There may be occasions when job completion runs beyond a normal working hours or when a Contractor is called in for an after hour's emergency. Contractor agrees to mobilize and be available to perform work within a maximum of two (2) days of each request, unless request is specified as an emergency. Emergency work shall begin within sixty (60) minutes of call out.

G. Manufacturer's Instructions:

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents

H. No Disturbance:

The contractor shall not disturb grounds or materials outside the sphere of the contracted project.

I. Mobilization and Demobilization

Mobilization shall be included in the base unit price for each work order and shall consist of preparatory work and operations performed by Contractor, including his personnel, equipment, supplies and incidentals to the project site. No separate measurement or payment will be made for costs associated with mobilization and demobilization.

J. Protection of Existing Utilities:

Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:

1. Notify the Owner in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe and continuous operation of the services.

2. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately.
3. In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

K. Waste Materials:

All refuse and waste material must be disposed of by the Contractor off the Owner's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from buildings, roads, etc.

L. Public Convenience and Safety:

The Contractor must so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public.

The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

Sound Control - If possible, limit sound during working hours.

M. Dust/Debris Control:

The Contractor must take whatever steps, procedures or means as are required to prevent abnormal dust and debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.

All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris and garbage daily. Specific areas are adjacent buildings, walkways and parking areas.

IV. PREPARING AND SUBMITTING A BID

A. General Instructions:

The evaluation and selection of a Bidder will be based on the information submitted in the Bid and will be awarded to the lowest responsive and responsible bidder. Failure to respond to each of the requirements in the BID may be the basis for rejecting a Bid.

Bids shall be received no later than the date and time listed on Page 2 of this BID. Late Bids will not be accepted or evaluated and will be returned to the Bidder, unopened, unless it can be proven the Bid was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over other Bidders.

B. SMALL WORKS ROSTER PROJECT

You must be signed up on **MRSCROSTERS.ORG** in order to respond to this Invitation to Bid.

Work under this contract is considered public work and shall be completed in accordance with 39.04 RCW. This is a Prevailing Wage contract. Intent to Pay Prevailing Wages, and Affidavit of Prevailing Wages paid will be required.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this contract is March 10, 2016. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 129 N 2nd Street, Yakima, WA 98901. Upon request, the Owner will mail a hardcopy of the applicable prevailing wages for this project.

- An Intent to Pay Prevailing Wages is filed at the beginning of each contract year.
- An Affidavit of Wages paid is filed after each call-out for all other contracts where work is performed at an undefined location. (L&I defined these as "Other" contracts.)
 - The prevailing rate of wage in effect on the date of each call-out must be used.

- The combined I/A form for jobs under \$2,500 is utilized when applicable.

Separate Intents and Affidavits must be filed for City and County.

No subcontracting will be allowed.

C. Public Disclosure:

Bids are **not** considered to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after bid opening.

D. Multiple Bids:

Multiple Bids from a Bidder will be permissible; however, each BID must conform fully to the requirements for BID submission. Each such BID must be submitted separately and labeled as Bid #1, Bid #2, etc. on the first page of the response.

E. Withdrawal of Bids:

After Bid opening, Bids shall be irrevocable until contract award unless the Bid is withdrawn. Bidders may withdraw or supplement a Bid online at any time up to the Bid closing date and time. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

F. Incurring Costs:

The Owner is not liable for any cost incurred by a Bidder in the process of responding to this BID, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this BID.

G. Qualified Bids:

The General and Special Instructions included in this bid document and resulting contract will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima/Yakima County General and Special Terms and Conditions, may result in the Bid being considered non-responsive.

V. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation:

All Bids shall be evaluated against the same standards. The Bids will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements.

B. Bid Evaluation:

Evaluation of bids shall be based on cost, past experience with proposed manufacturer's service availability, parts availability, equipment design and functionalism and effect on productivity and bidder's supporting documentation.

C. Contract Award:

The City of Yakima/Yakima County reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City/County and will not necessarily be bound to accept the low bid.

The City/County intends to award this contract within sixty (60) days after the opening of the bid proposals. Award will be made to one responsible bidder. No multiple award will be made.

Company experience level and qualifications are important and will be considered in the evaluation of the bid. The enclosed Contractor Qualification Statement must be completed and enclosed with the bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.

Each call out under this contract will be limited to \$34,999 and under, including tax. The contract value shall not exceed \$300,000, including tax.

It shall not be the responsibility of the City/County to provide engineering or other services to protect the Contractor from additional costs accrued from performing this Contract.

D. Offer in Effect for Ninety (90) Days:

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

E. Award Announcement

Purchasing shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the bidder received the information, but rather when the announcement is issued by Purchasing.

F. Protest Procedure:

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the BID shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no less than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Bidder:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of appeal response, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

G. Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

The supplies or services to be contracted for are urgently required;
Delivery or performance will be unduly delayed by failure to make award promptly;
A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

H. Re-Award:

When the contract is terminated by the Contractor upon thirty (30) day notice as herein provided, the City/County, may re-award the contract to the next most responsible bidder. When a Contractor is unable to supply goods and/or services to the City/County and is in breach of the contract, or when the contract is terminated by the City/County for cause as herein provided, the City/County reserves the right to re-award the contract to the next most responsible bidder.

CONTRACT

BID J11603-S

On-Call Plumbing Services

(Separate contracts will be required for City and County)

For City of Yakima Use Only:

Contract No. _____
Project No. _____
Resolution No. _____
BID No. _____

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, between the City of Yakima ("City")/Yakima County ("County"), and _____, ("Contractor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Scope of Work:

The Contractor shall perform all work and service(s) and furnish all tools, materials, labor and equipment according to the procedure outlined in the specifications of the **Bid J11603-S On-Call Electrical Services** attached hereto & incorporated herein, and the most recent edition of the ANSI/TIA/EIA and NEC Standards, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall begin within ____ hours/days after each Notice to Proceed. Emergency work shall begin within ____ minutes after each Notice to Proceed.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City/County of Yakima.

2. Compensation:

The City/County promises and agrees to employ, and does employ, the Contractor provide the materials and do and cause to be done the above described work & service provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms & conditions contained herein. The City/County agrees to pay the Contractor according the attached specifications and payment schedule of itemized prices as listed in the Contractor's Bid submittal at the time and in the manner and upon the conditions provided for the contract.

3. Term:

The period of this contract shall be for a period of one year from its effective date. The City/County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City/County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the proposal. If Contractor wishes to revise any prices prior to the renewal of the Contract, Contractor must advise the City/County in writing of the requested revisions no less than sixty (60) days before the end of the current Contract term.

4. Changes:

Any proposed change in this contract shall be submitted to the Buyer listed on Page 5 of the Bid document for their prior approval. If approved, change will be made by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Agency Relationship between City/County and Contractor:

Contractor shall, at all times, be an independent Contractor and not an agent or representative of City/County with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City/County. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City/County.

6. Successors and Assigns:

6.1 Neither the City/County, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the written consent of the other.

6.2 The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

7. Property Rights:

All records or papers of any sort relating to the City/County and to the project will at all times be the property of the City/County and shall be surrendered to the City/County upon demand. All information concerning the City/County and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City/County.

8. Inspection and Production of Records

8.1 The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City/County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City/County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City/County sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities. Contractor's records relating to the Services will be provided to the City/County upon the City/County's request.

8.2 Contractor shall promptly furnish the City/County with such information and records which are related to the Services of this Contract as may be requested by the City/County. Until the expiration of three (3) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, Contractor shall retain and provide the City/County access to (and the City/County shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.

8.3 All records relating to Contractor's services under this Contract must be made available to the City/County, and also produced to third parties, if required pursuant to the Washington Public Records Act, Chapter 42.56 RCW or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington State Secretary of State's record retention schedule.

9. Work Made for Hire:

All work the Contractor performs under this agreement shall be considered work made for hire, and shall be the property of the City/County. The City/County shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this agreement. On completion or termination of the agreement, the Contractor shall deliver these materials to the project manager.

10. Guarantee:

Contractor warrants the work will be free from defects in material and workmanship for a period of one year following the date of project acceptance

11. Compliance with Law:

Contractor agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

11.1 Procurement of a City Business License. The successful contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.

11.2 Must have a valid Washington State Contractor Registration number.

11.3 Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.

11.4 Washington Unified Business Identification (UBI) number: Must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).

11.5 Washington Employment Security Department number. Must have a Washington Employment Security Department number as required in Title 50 RCW.

12. Prevailing Wages:

The Contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work.

12.1 RCW 39.12.010 - the Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project. It is solely the responsibility of the Contractor to determine the appropriate prevailing wage rate for the services being provided.

12.2 RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each contractor and subcontractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.

12.3 RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Contractor.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal for this project, the applicable effective (start) date for prevailing wages for this project is **March 10, 2016**.

13. Nondiscrimination:

During the performance of this contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City/County contracts.

14. Indemnification and Hold Harmless:

14.1 Contractor agrees to protect, defend, indemnify and hold harmless the City/County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of **(enter Contractor name)**, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

14.2 If the negligence or willful misconduct of both **(enter Contractor name)** and the City/County (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between **(enter Contractor name)**, and the City/County in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

14.3 Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

15. Indemnity/Contractor's Liability Insurance:

15.1 The Contractor agrees to indemnify and save harmless the City/County, its officers, agents and employees against

and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, resulting from or occurring in connection with the performance or any service hereunder.

15.2 The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

15.3 Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverage, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City of Yakima/Yakima County. The requirements contained herein, as well as City of Yakima/Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>Commercial General Liability:</u> Combined Single Limit:	\$1,000,000 Per Occurrence
	\$2,000,000 Annual Aggregate
<u>Auto Liability:</u> Combined Single Limit	\$1,000,000 Per Occurrence

The City of Yakima/Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima/Yakima County shall be named as an additional insured for such higher limits.

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the City/County shall be in excess of the Contractor's insurance and shall not contribute to it.

The Contractor will provide a Certificate of Insurance to the City/County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City/County to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

15.4 Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City/County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

15.5 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City/County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

15.6 It is further provided that no liability shall attach to the City/County of Yakima by reason of entering into this contract, except as expressly provided herein.

16 Employers Liability (Stop Gap):

The contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and shall maintain Employers Liability insurance with a limit of no less than \$1,000,000. The City/County shall not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Contractor agrees to assume full liability for all claims arising from this contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

17 Business Auto Policy (BAP):

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

18 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

19 Contract Documents:

This Agreement, the Request for Bids #J11603-S, Scope of Work, conditions, addenda, and modifications and the Contractor's proposal (to the extent consistent with Yakima City/County documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Agreement.

20 Termination - Convenience:

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

21 Termination - Cause:

The City/County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Bidder are deemed by the City/County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

22 Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

23 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

24 Venue:

The venue for any action to enforce or interpret this Agreement shall lie in a competent jurisdiction in Yakima County, Washington.

25 Authority:

The person executing this Agreement, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Countersigned:

This _____ day of _____ 2016.

CITY OF YAKIMA

CONTRACTOR

Contractor

a _____ Corporation

By: _____

(Print Name)

Its: _____
(President, Owner, etc.)

Address: _____

City Manager

Attest:

City Clerk

VII. BID FORM

BID FORM

On-Call Electrical Services

CITY OF YAKIMA/YAKIMA COUNTY SMALL WORKS ROSTER BID NO. J11603-S

DESCRIPTION: A REQUEST FOR BIDS IS BEING ANNOUNCED IN ORDER TO AWARD A CONTRACT FOR ON-CALL ELECTRICAL SERVICES. PLEASE BID YOUR LOWEST PRICE, BEST RESPONSE TIME AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. BID ON EACH ITEM SEPARATELY. THE CITY/COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY/COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN SIXTY (60) DAYS.

Item No.	Qty.	Unit	Description	Unit Price
----------	------	------	-------------	------------

Bid your lowest price for the following Labor Rates and Parts Rates for On-Call Electrical Services at any given location within Yakima County. On-Call Electrical Services include but are not limited to repairs, maintenance, and small install. Electrical work must follow the National Electrical Code. If an apprentice is used, the name and registration

Labor - Regular

1.	1	Hour	Labor Rate per Hour by Licensed Electrician	\$ _____
2.	1	Hour	Labor Rate per Hour by Certified Apprentice	\$ _____
3.	1	Hour	Other (Listed Wage Classification(s) intended to be utilized on this contract).	\$ _____
4.	1	Each	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged.	_____ %

Labor - Emergency

5.	1	Hour	Labor Rate per Hour for emergency call out by Licensed Electrician	\$ _____
6.	1	Hour	Labor Rate per Hour for emergency call out by Certified Apprentice	\$ _____
7.	1	Hour	Other (Listed Wage Classification(s) intended to be utilized on this contract).	\$ _____
8.	1	Each	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged.	_____ %

Labor – After Hours, Holidays, Overtime

9.	1	Each	After normal business hours, holidays & overtime by Licensed Electrician	\$ _____
----	---	------	--	----------

10.	1	Hour	After normal business hours, holidays & overtime by Certified Apprentice	\$ _____
11.	1	Hour	Other (Listed Wage Classification(s) intended to be utilized on this contract).	\$ _____
12.	1	Hour	Other Unidentified Labor (if other labor classifications become necessary to complete this work). Indicate the % over prevailing wage rate to be charged.	_____ %

Parts and Materials

Method of Calculating Parts and Materials Costs (choose one) **Parts & Materials must be IEC/NEC Certified.*

13.	1	Each	Parts and Materials* Cost Plus (+)	(+) _____ %
			(Or) Parts and Materials* List Minus (-)	(-) _____ %

(Or) Parts and Materials* Other (explain): _____

14.			List discount offered off list price for any other items not specifically listed	_____ %
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Freight:

Any Applicable Freight for Parts & Materials must be included \$ **INCLUDED**

RESPONSE TIME:

WE (I) WILL PROVIDE ELECTRICAL SERVICES WITHIN _____ HRS/DAYS FROM RECEIPT OF ORDER & AT PRICES & TERMS SPECIFIED UNLESS OTHERWISE NOTED.

MAXIMUM TWO (2) BUSINESS DAYS.

EMERGENCY CALL-OUT SERVICES WILL BE PROVIDED WITHIN _____ MINUTES FROM RECEIPT OF ORDER.

MAXIMUM SIXTY (60) MINUTES.

VIII. CONTRACTOR QUESTIONNAIRE & QUALIFICATION STATEMENT

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

CONTRACTOR INFORMATION

Proposer's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Contractor License No. _____ Effective Date _____ Expiration Date _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____

Number of years Contractor has been engaged in Business: _____

REFERENCES

Contractor must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years.

1) Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone (_____) _____

Work Performed _____

2) Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone (_____) _____

Work Performed _____

3) Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone (_____) _____

Work Performed _____

QUALIFICATIONS & RESPONSIBILITY

Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

Yes: _____ No: _____

Have a Washington Employment Security Department number, as required in Title 50 RCW;

Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Is Contractor disqualified?

Yes: _____ No: _____

The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows:
(Name of any and all exceptions and reason thereof)

IX. BIDDERS CHECK LIST

The bidder's attention is especially called to the following forms which must be executed as required, and submitted with their bid before the Bid close date and time:

A. Small Works Registry

Is required in order to bid this contract (page 11).

B. Bid Signature Sheet

To be filled out, signed (page 2).

C. Bid Form

The unit prices bid must be shown in the spaces provided (pages 20-21).

D. Contractors Questionnaire and Qualification Statement

To be filled out completely (pages 22-24).

The following forms are to be executed after the contract award and before any work is performed. Failure of successful bidder to return the following form will be cause for award cancelation and bid award may be made to the next lowest bidder.

A. Contract

This agreement to be executed by the successful bidder (pages 14-19).

A separate contract will be required for the City and the County.

B. Minimum Wage Affidavit

To be signed by the success bidder or authorized agent (page 26).

C. E-Verify Compliance Declaration (page 27)

D. Personnel Inventory Form (page 28)

E. Certificate of Insurance with Attached Additional Insured Endorsement

Refer to attached sample of Certificate of Insurance and Additional Insured Endorsement (pages 29-33)

F. Prevailing Wage Intents and Affidavits

The City and the County will required separate Intents to Pay Prevailing Wage and Affidavits of Wages Paid. One Intent to Pay Prevailing for both the City and the County will need to be filed at the beginning of each Contract Year and one Affidavit of Wages Paid for both the City and the County will need to be filed at the end of each Contract Year (page 11).

Minimum Wage Affidavit

[illegible]

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which this voucher is submitted, I have paid the following rate per hour to each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman or mechanic so employed upon such work has been paid less than the prevailing rate of wage or less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

CONTRACTOR

Subscribed and sworn to before me on this _____ day of _____, 2016.

Notary Public in and for the State of
Washington, residing at:

E-VERIFY

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all Vendors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other City contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY; it is NOT to be used for existing employees.

The Vendor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subvendor. The Vendor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State, that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

I certify that I am duly authorized to sign this declaration on behalf of my company.

I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

Personnel Inventory Form

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

Are you a certified DBE or WMBE? YES___ NO___. If yes, what is your certification number? #_____

**Contractor's Entire Work Force - if you need additional space,
photocopy this section and attach it to this form.**

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
Totals:														

Goals for minorities and women employees in the Contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.



GENERAL

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Insurance Agent Information	
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	PHONE (A/C, No, Ext) FAX (A/C, No)	
	E-MAIL ADDRESS: <input type="checkbox"/>	
INSURED ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: A-VII or better, admitted carrier	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	POLICY NUMBER	start date	stop date	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE

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ACORD25(2010/05)

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COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to Limits of Insurance shown in the Declarations.

C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

D. As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
COVERAGE APPLIES TO
CERTIFICATES OF INSURANCE
REFERENCING FORM CG2503

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.